

A.G. Contract No.: KR04-0663TRN
ADOT ECS File No. JPA 04-054
Project: Litchfield Road and Interstate 10
Traffic Interchange, Mill & Overlay
Project: City of Goodyear
TRACS No.: H663501C
BUDGET SOURCE ITEM No.: *District Minor*
(73305)

AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AGREEMENT is entered into November 8, 2004, pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, PHOENIX MAINTENANCE DISTRICT, (the "ADOT") and the CITY OF GOODYEAR acting by and through its CITY MANAGER, ("the City"), collectively the "Parties".

RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The State desires the City perform certain work to be incorporated into the City's existing construction improvements on Litchfield Road, *within* the ADOT Right of Way on Interstate 10 (I-10), hereinafter referred to as the "Project", in an amount not to exceed \$20,000.00. The work of said Project consists of the City to mill the rutted and delaminated (separation of the plies through failure of the adhesive) areas of the State's right of way, provide traffic control, apply rubberized overlay and restriping of the entire Project area ensuring the roadway profile is consistent throughout Litchfield Road.
4. The Parties hereto agree that each will perform their responsibilities consistent with the Agreement.

NO. 27209
Filed with the Secretary of State
Date Filed: 11/08/04
Janice K. Brewer
Secretary of State
By: Darryl D. Graenewold

II. SCOPE OF WORK

1. The City will:

- a. Provide personnel to administer and supervise the construction of the Project and make all payments to the contractor(s).
- b. Mill the rutted and the delaminated (separation of the plies through failure of the adhesive) areas of the State's right of way in the Project area; will provide tapered milling at the lip of the curb in the Project area; and will provide traffic control, rubberized overlay and restriping over the entire Project area and ensure the roadway profile is consistent throughout Litchfield Road.
- c. Obtain the necessary permit(s) from the State to access and do said work on the State's right of way.
- d. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of work requested by the City. Such changes require the prior approval of the State.
- e. Upon execution of this Agreement, invoice the State for an amount not to exceed \$20,000.00 for a lump sum payment for the Project.
- f. Upon completion, accept the Project on behalf of the Parties and maintain the Project *outside* the State's rights of way.

2. The State will:

- a. Upon execution of this Agreement remit to the City an amount not to exceed \$20,000.00 within thirty-days (30) of receipt and approval of an invoice from the City, for a lump sum payment for the Project.
- b. Grant the City necessary permit(s) for road improvements for the Project.
- c. Upon completion and acceptance of the Project by both Parties, maintain the Project *within* the State's rights of way.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect until execution of this Agreement and the one-time, payment-in-full reimbursement.
2. This Agreement shall become effective upon filing with the Secretary of State.
3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".
6. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:


Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007-3212
Fax: 602-712-7424

City of Goodyear
Public Works Administration
120 E. Western Avenue
Goodyear, AZ 85338
Attn: Don French, Project Manager
Fax: 623-882-7520

9. Pursuant to Arizona Revised Statutes Section 11-95 (D), attached hereto, and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

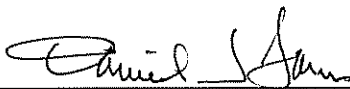
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF GOODYEAR

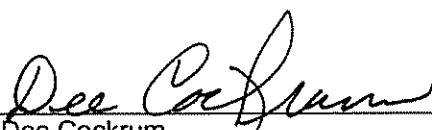
By: 
Grant I. Anderson
Deputy City Manager

STATE OF ARIZONA

Department Of Transportation


By: 
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST:

By: 
Dee Cockrum
City Clerk



APPROVED AS TO FORM:

By: 
James H. Oeser
City Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0663TRN (**JPA 04-054**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: November 1, 2004

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section